

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

DEVON LEE ET AL	§ § § § §	PLAINTIFFS
v.		Civil No. 1:23-cv-286-HSO-BWR
		DEFENDANTS
ALLEN AUTOMOTIVE, INC. ET AL §		

**ORDER GRANTING DEFENDANT ALLEN AUTOMOTIVE, INC.'S MOTION
[8] TO DISMISS PLAINTIFFS' COMPLAINT AND ENFORCE THE
PARTIES' AGREEMENT TO ARBITRATE THEIR DISPUTES**

This matter comes before the Court on Defendant Allen Automotive, Inc.'s Motion [8] to Dismiss Plaintiffs' Complaint and Enforce the Parties' Agreement to Arbitrate Their Disputes. Defendant Allen Automotive, Inc. attached to its Motion [8] a copy of the "Retail Installment Sale Contract - Simple Finance Charge (With Arbitration Provision)," which contains the arbitration provision at issue.¹ Ex. [8-1]. Because Plaintiffs Devon Lee and Tara Kole "do[] not object to this motion," Resp. [11] at 1, the Court will grant Defendant Allen Automotive, Inc.'s Motion [8], dismiss the case, and refer the case to arbitration, *see* 9 U.S.C. § 3 ("If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the

¹ "Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action." Ex. [8-1].

court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration."); *Alford v. Dean Witter Reynolds, Inc.*, 975 F.2d 1161, 1164 (5th Cir. 1992) (discussing how “[t]he weight of authority clearly supports dismissal of the case when all of the issues raised in the district court must be submitted to arbitration,” and how a district court has discretion to dismiss a case when it finds that all of the plaintiff’s claims are subject to arbitration).

IT IS, THEREFORE, ORDERED AND ADJUDGED that, Defendant Allen Automotive, Inc.’s Motion [8] to Dismiss Plaintiffs’ Complaint and Enforce the Parties’ Agreement to Arbitrate Their Disputes is **GRANTED**.

IT IS, FURTHER, ORDERED AND ADJUDGED that, this case is referred to arbitration as set forth in 9 U.S.C. § 3, and this case is **DISMISSED WITHOUT PREJUDICE**.

SO ORDERED this the 30th day of January, 2024.

s/ Halil Suleyman Ozerden
HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE